

# **EXHIBIT C**



Hilltop Asset, LLC  
One Energy Square  
4925 Greenville Ave, Ste 1200  
Dallas, TX 75206

February 24, 2020

***RE: Amendment No. 2 to Gas Gathering Agreement Effective as of November 1, 2009***

Monarch Midstream, LLC, successor in interest to Hilltop Resort GS, LLC ("Gatherer"), and Hilltop Asset, LLC, successor in interest to Gastar Exploration Texas, LP ("Producer") are parties to the above captioned Gas Gathering Agreement ("Agreement").

Producer has requested that Gatherer waive payment of all amounts accruing with respect to the Minimum Compression Volume during the period beginning November 1, 2018 and ending October 31, 2019, as agreed to in Amendment No. 1 to the Agreement dated effective June 26, 2015.

Producer and Gatherer now desire to amend said Agreement as set forth in this Amendment No. 2 to be effective as of November 1, 2019. Capitalized terms used, but not defined herein, will have the meaning set forth in the Agreement.

**Amended Terms:**

**Article 1 "Definitions" shall be amended to change the following definition:**

**"Compression Fees":** In addition to the Gathering Fees, Producer agrees to pay Gatherer Compression Fees according \$0.15/Mcf delivered to Gatherer into the Gathering System for the remainder of the term of the Agreement. The Compression Fees shall be added to Schedule 1.

**Article 2 "Term" shall be amended by deleting section 2.1 and replacing it with the following:**

2.1 **Term.** Unless terminated sooner as provided below, the term of this Agreement shall commence on the Effective Date and continue in effect through the close of the last Day of the Month following the twenty-fifth (25<sup>th</sup>) anniversary of the Effective Date and shall continue in effect for so long thereafter as Producer's Gas can be produced in commercial quantities from the Dedicated Reserves.

Except as expressly provided in this Amendment No. 2, the terms of the Agreement shall remain unchanged an in full force and effect.

If the above terms accurately set forth our agreement with respect to this matter, please sign on the space provided below and return one executed original of the Amendment No. 2.

**GATHERER:**

MONARCH MIDSTREAM, LLC

By: *T.J. Henderson*

Name: T.J. Henderson

Title: V.P. Business Development

**PRODUCER:**

HILLTOP ASSET, LLC

By: *Jason Gorsuch*

Name: Jason R Gorsuch

Title: Manager